and accepts no added risk itself, there is a duty to do all things reasonably necessary to protect the interests of the insured, even though such action would not result in any benefit to themselves. Since this does not necessarily imply a fiduciary relation between insurer and insured, such a limited obligation, though novel, would seem just and beneficial. Another explanation of the case would be the existence of relational duties between insurer and insured as between principal and agent. But it is doubtful if these exist. *Cf. Everson* v. *Eq. Life Assur. Soc.*, 71 Fed. 570. See RICHARDS ON INSURANCE, § 70. If such a duty is denied, recovery might be had on quasi-contractual principles. The complainant is not an officious intermeddler, nor does the benefit to the defendant seem to be merely incidental when compared with cases allowing recovery by a co-tenant of payments for repairs and taxes. *United States* v. *Pac. R. Co.*, 120 U. S. 227; *Calvert* v. *Johnson*, 99 Mass. 74; *Graham* v. *Dennigan*, 2 Bosw. (N. Y.) 516. On this ground, however, the measure of damages would appear to be only one-fourth of the expenses incurred by the plaintiff, since to that amount only is the defendant unjustly enriched.

INTERSTATE COMMERCE — WHAT CONSTITUTES INTERSTATE COMMERCE-ROUTE OVER HIGH SEAS WITH TERMINI WITHIN ONE STATE. — The plaintiff, a California corporation, operated a line of steamships running from one port in California to another port in the same state, part of the voyage being on the high seas. The State Railroad Commission undertook to regulate the rates charged. *Held*, that the commission has this power. *Wilmington Transportation Co.* v. *Railroad Commission of California*, 137 Pac. 1153 (Cal.).

The Commerce Clause of the Constitution is held to prevent the regulation by a state of rates for land transportation having both termini in that state, but where the route passes through another state. *Hanley* v. *Kansas City So. Ry. Co.*, 187 U. S. 617, 23 Sup. Ct. 214. See 16 HARV. L. REV. 597. Interpreting this as an interference with interstate commerce seems desirable on grounds of expediency, since otherwise it would be impossible to prevent interference and regulation by the intermediate state. The sovereign of the home port alone has jurisdiction of a ship on the high seas, there being no territorial sovereignty. See 27 HARV. L. REV. 268. There is in the principal case therefore no danger of adverse regulation. And it seems unsound to argue that this is interstate or foreign commerce, the power to regulate which has been delegated to Congress alone. *Contra*, *Pacific Coast S. S. Co.* v. *Board of R. Commissioners*, 18 Fed. 10. The language to the contrary in *Lord* v. *Steamship Co.* 102 U. S. 541, has been discredited by a later case and the actual holding has been explained as merely an exercise of the powers of Congress over maritime matters. See *Lehigh Valley Ry. Co.* v. *Pennsylvania*, 145 U. S. 192, 203, 12 Sup. Ct. 806, 808. But *cf. Abby Dodge* v. *United States*, 223 U. S. 166, 32 Sup. Ct. 310. However, a breach of a maritime contract of affreightment, or an injury from a discrimination in steamship rates, would be within admiralty jurisdiction. *Carpenter* v. *The Emma Johnson*, 1 Cliff. (C. Ct.) 633; *Cowden* v. *Pacific Coast S. S. Co.*, 94 Cal. 470, 29 Pac. 873. No case has been found where questions concerning the reasonableness of steamship rates have been treated as within the jurisdiction, of admiralty courts. Even if it is a matter of maritime jurisdiction, since the termini of the voyage are within one state, it is clearly one in which uniformity of regulation is not necessary. And the states may legislate in such matters until Congress has acted. For a discussion of this proposition, see 27 HARV. L. REV. 578.

JUDGMENTS — ASSIGNMENT OF JUDGMENTS — EFFECT OF ASSIGNMENT UPON RIGHT TO SET OFF MUTUAL JUDGMENTS. — A. held a judgment against B. Subsequently B. obtained a judgment against A. on another claim, and B. assigned a half-interest in it to C., who paid value and had no notice of A.'s

judgment. A. brings a bill in equity, joining B. and C., to enforce a set-off of his judgment against the judgment obtained by B. *Held*, that C. took clear of the set-off. *Davidson* v. *Lee*, 162 S. W. 414 (Tex. Civ. App.).

A judgment, for the purposes of assignment, should be regarded like other choses in action. See 2 FREEMAN ON JUDGMENTS, 4 ed., § 422. Thus, as here, a partial assignment should give the assignee rights in equity. *Line* v. *McCall*, 126 Mich. 497, 85 N. W. 1089; *Pittsburgh, C., C. & St. L. Ry. Co.* v. *Volkert*, 58 Oh. St. 362, 50 N. E. 924. *Contra, Loomis* v. *Robinson*, 76 Mo. 488. But contrary to the principal case, it would seem that an assignee, even for value and without notice, should secure merely the rights of the assignor, and should be subject to any set-off in favor of the obligor. *Brown* v. *Hendrickson*, 39 N. J. L. 239; *Peirce* v. *Bent*, 69 Me. 381. See 2 BLACK ON JUDGMENTS, § 954. Some courts, however, permit the *bonâ fide* assignee to take free of the set-off, unless the assignor was insolvent at the time of the assignment. *Ellis* v. *Kerr*, 11 Tex. Civ. App. 349, 32 S. W. 444; *Henderson* v. *McVay*, 32 Ala. 471. Still others allow the set-off only where this attains an equitable result. *Ames* v. *Bates*, 119 Mass. 397; *Hovey* v. *Morrill*, 61 N. H. 9. However, it seems doubtful equity to prefer the assignee, for that imposes on the obligor an arduous duty of notice in favor of one who could readily have discovered the true state of the relation between assignor and obligor. The principal case, accordingly, seems difficult to support.

PUBLIC-SERVICE COMPANIES — REGULATION OF PUBLIC-SERVICE COMPANIES — TELEPHONE COMPANIES: COMMISSION'S ORDER COMPELLING PHYSICAL CONNECTIONS. — The plaintiff company, operating long-distance telephone lines in the state, and local lines in various counties, was ordered by the California public-service commission to make physical connections with two local companies operating in counties in which the plaintiff company had a local service, in order to give the local companies the benefit of the plaintiff's long-distance service. *Held*, that the order is void. *Pacific Tel. & Tel. Co.* v. *Eshleman*, 137 Pac. 1119 (Cal.).

The court thought the order an attempted exercise of the power of eminent domain, and declared it void because it did not provide compensation for the property taken. The premise seems erroneous. See this issue of the REVIEW, at p. 664. Nor does it seem entirely accurate to call the order one made under the police power. *Cf.* GUTHRIE, FOURTEENTH AMENDMENT, 74. It is an exercise of the ancient power of the state over businesses affected with a public interest. See WYMAN, PUBLIC SERVICE CORPORATIONS, § 19. Orders of commissions under this power require obedience without compensation, and are upheld if reasonable. *Pittsburgh, C., C. & St. L. Ry. Co.* v. *Railroad Commission of Indiana*, 171 Ind. 189, 202, 208, 86 N. E. 328, 333, 335. Courts have laid down no satisfactory test of reasonableness, but most of the cases support the distinction that the order for connections is reasonable if the public cannot be adequately served without the connections ordered. *Wisconsin, etc. R. Co.* v. *Jacobson*, 179 U. S. 287, 21 Sup. Ct. 115; *Louisville & N. R. Co.* v. *Interstate R. Co.*, 107 Va. 225, 57 S. E. 654. In only a few cases have orders for connections between telephone companies been involved. Two situations may occur. If the companies do not cover the same territory, but reach the same town, an order for connections should be upheld, for only thus can the public be adequately served. *Cf. State* v. *Cadwallader*, 172 Ind. 619, 87 N. E. 644. The case is perhaps comparable to that where railroads running into the same city are forced to make connections and receive cars from each other. If, on the other hand, the situation is like that in the principal case, the public can be properly served with the existing facilities; hence it is unreasonable to compel a company to make expenditures or to share its advantageous position with a competitor. *Cf. Oregon R. & N. Co.* v. *Fairchild*, 224 U. S. 510, 32 Sup. Ct. 535;